

Master Services Agreement

EXHIBIT B

TRINNEX SERVICES and SOFTWARE AS A SERVICE AGREEMENT LICENSE TERMS AND CONDITIONS

These LICENSE TERMS AND CONDITIONS (“License Agreement”) are part of the TRINNEX SERVICES and SOFTWARE AS A SERVICE AGREEMENT between Trinnex, Inc. (“Trinnex”, “we” or “us”), and the customer identified on the Order to which this is attached or otherwise making reference to this License Agreement (“Customer” or “you”). Trinnex and Customer are collectively referred to herein as the “Parties” and individually herein as a “Party.”

WHEREAS Customer seeks to obtain Services (as defined below) from Trinnex as described in the Order and Trinnex agrees to provide such Services, subject to the terms of the Agreement.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT

1.1 *Trinnex Services.* The Agreement governs your Access to the Services and describes both your rights and your obligations as part of Access to the Services. Subject to the terms of this Agreement, Trinnex authorizes Customer to access and use the Trinnex Service during the Subscription Term for its internal business purposes only and in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer’s authorized use as set forth in this Agreement. Each End User shall have a separate and unique login and password. Trinnex only provides the Products, Services, Professional Services, the Platform, the Access and the Documentation to you subject to this Agreement. By accepting the Agreement by an Order or by Access to the Services, you agree to be bound by the Agreement.

1.2 *Orders.* Each Order and if more than one, collectively “Orders” shall mean Trinnex’s proposal accepted by Customer pursuant to a written or electronic purchase order or similar sales ordering document or subscription and Exhibits submitted to Trinnex. Each such Order shall be deemed a two-party agreement between Trinnex and Customer and shall be deemed to incorporate and shall be subject to all the terms and conditions of the Agreement.

1.3 *Authority.* If you are entering into the Agreement on behalf of a legal entity or federal, or state agency, county or municipality, you represent that you have the authority to legally bind such entity or municipality to the Agreement. In that case, the terms “Customer”, “you” or “your” shall also refer to such entity. If you do not have such authority, or if you do not agree with the Agreement, you and the legal entity or municipality may not Access the Services.

2. DEFINITIONS

“Access” means to connect to, or load, execute, employ, utilize, store, or display the Services through any network, including the Internet.

“Administrator” means the person(s) that Customer designate(s) in the Order on behalf of Customer to administer Customer’s Access to the Service, authorize individual Authorized Users under the Agreement, and otherwise administer Customer's Access to the Services.

“Agreement” means this License Agreement and all Orders, any terms on our Platform where Customer will Access the Services, any terms within the Documentation, and any applicable policies and guidelines, each of which are incorporated herein by this reference.

“Authorized Users” shall mean the named individuals to whom Customer has granted Access to the Services on Customer’s behalf, regardless of whether or not the Authorized User shall actually Access the Services. Authorized Users may be Customer's employees, consultants, contractors, or agents. Customer is responsible for any Authorized Users and the Access granted to them. Authorized Users are authorized to Access the Services solely for the internal Access of Customer, subject to the terms and conditions of the Agreement.

“Customer Data” means any data, information, documents, or electronic files that Customer elects to submit in connection with this Agreement or the Services or otherwise provided by Customer to Trinnex.

“Data Protection Laws” means all applicable data protection or similar laws, such as the California Consumer Privacy Act, General Data Protection Regulation (GDPR) or the UK Data Protection Regulation (UK GDPR).

“Deliverables” means the deliverables or other work product produced by Trinnex or its subcontractors or other personnel in provision of Services hereunder, including customizations, reports, alerts, data, and other information.

“Documentation” means any user guides and specifications for the Services that are made available from time to time by Trinnex in electronic or tangible form but excluding any sales or marketing materials.

“Effective Date” means the earlier of the date that this Agreement is executed by Customer and Trinnex either by (a) Customer’s delivery of a manually or electronically signed copy of this Agreement and Trinnex acceptance of the Agreement; or (b) Customer clicking “accept” on the link on the Order.

“Emergency Maintenance” means maintenance which may delay or interrupt your Access to the Services, and the necessity of which is not known to Trinnex in advance of its occurrence.

“Error” means any reproducible material failure of the Services to function in accordance with its Documentation.

“Exhibits” shall mean any exhibits identified in an Order, which are hereby expressly incorporated herein and therein by reference.

“Fees” means the subscription and other fee(s) payable by Customer pursuant to the Orders and the Agreement.

“Force Majeure Event” means any act or event that (i) prevents a party (the "nonperforming party") from performing its obligations or satisfying a condition to the other party's (the "performing party") obligations hereunder, (ii) is beyond the reasonable control of and not the fault of the nonperforming party, and (iii) the nonperforming party has not, through commercially reasonable efforts, been able to avoid or overcome and shall include without limitation including [clause deleted] flood, fire, earthquake or explosion, pandemics, endemics, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds.

“Host” means the company used by Trinnex for cloud hosting of the Services, the Customer Data and any other data stored in connection with the Services or the Platform.

“Malicious Code” shall mean viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

“Order” shall mean Trinnex’s proposal executed by Customer via an ordering document submitted to Trinnex, to order any Services, which may include Exhibits and is hereby expressly incorporated herein by reference.

“Personal Data” shall mean all information and data protected by any Data Protection Law applicable to Trinnex.

“Platform” shall mean the cloud-based platform consisting of the Site and any software, operating systems, hardware, and other technical resources used by Trinnex to provide the Services.

“Professional Services” shall mean any implementation, integration, consulting, and other related services described in an Order.

“Services” shall mean the Software-as-a-Service (SaaS) collecting and analyzing information from Customer’s infrastructure systems and data sources, made available to Customer’s Authorized Users through the Platform.

“Site” shall mean the website(s) accessible at <https://trinnex.io/> (or any successor thereto).

“Subscription Start Date” shall mean the date on which Customer executes the applicable Order for Services covered by that Order.

“*Subscription Term*” shall mean the period of time during which Customer is subscribed to the Services specified in an Order, as specified in the applicable Order.

“*Usage Data*” shall mean statistical data related to Customer’s Access to the Services or the Platform and data derived from such Access that is used by Trinnex, including to compile statistical and performance information related to the provision and operation of the Services or the Platform.

3. SERVICES AND RESPONSIBILITIES OF THE PARTIES

a) Trinnex Responsibilities. During the Subscription Term, Trinnex shall make reasonable efforts to make the Services available to Customer. Trinnex reserves the right to modify the Services at any time. The Parties may, from time to time, execute an Order describing Professional Services that Trinnex shall provide to Customer, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific Deliverables, a timetable, and/or a detailed specification may be attached as Exhibits to any order.

b) Customer Responsibilities. Customer is responsible for all activities that occur in Customer’s account(s) to Access the Platform. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Services and the Platform, and notify Trinnex in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the Services and the Platform; and (d) procure for Trinnex at Customer’s sole expense all rights and consents necessary for Trinnex to access and use all Customer Data and all access and use rights necessary to interface with Customer’s software, hardware, and other systems. Customer is solely responsible for ensuring: (i) that only its appropriate Authorized Users have access to the Services and the Platform, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the Platform and the Services. Customer is solely responsible for all acts and omissions of its Authorized Users, and for ensuring that the authorized users comply with the Agreement.

c) Improvements; Deliverables. Customer acknowledges and agrees that Trinnex shall own the source code, ideas, methods of operation, processes, know-how and all right, title and interest in and to all intellectual property rights including without limitation, all patent, copyright, trade secret and trademark rights, associated therewith (including all derivatives or improvements thereof) in the Software and Platform that provides the Services and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Customer or any of Authorized Users relating to the Services, the Platform or Trinnex’s business. Trinnex shall own all rights, title, and interest, including all intellectual property rights, in and to any improvements to the Services and Platform, and in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by Trinnex in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer’s request. To the extent, if

any, that ownership in such Deliverables, refinements or improvements does not automatically vest in Trinnex pursuant to the Agreement or otherwise, Customer hereby transfers, and shall transfer, to Trinnex all rights, title, and interest which Customer may have, and such transfer is irrevocable, irreversible, and binding on Customer's successors.

d) Administrator. Customer shall designate at least one Customer employee to be the Administrator. The Administrator shall be responsible for: (i) verifying the identity of the Authorized Users, (ii) safeguarding the privacy and security of Customer Data, (iii) training Authorized Users to Access the Services and the Platform and about Customer's obligations hereunder, including safeguarding log-in and password information; (iv) notifying Trinnex of any change in the Administrator.

e) Unauthorized Access.

i) Customer will use efforts to prevent any unauthorized Access to, or use of, the Services or the Platform, and, in the event of any such unauthorized Access or use, Customer will notify Trinnex without undue delay, not to exceed 24 hours. Customer, and each Authorized User, is entirely responsible for maintaining the confidentiality and security of Customer's password(s) including, if applicable, the passwords of each Authorized User accessing the Services by means of an account established by Customer, and Customer is solely responsible for any and all activities that occur under its account. Passwords may not be used by more than one individual Authorized User, and Customer and Authorized Users are prohibited from transferring or sharing passwords among Authorized Users without Trinnex's prior written consent.

ii) Trinnex may remotely review Customer's use of the Service, and upon Trinnex's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If Trinnex determines that Customer has exceeded its permitted use of the Service or otherwise violated any of the foregoing, Trinnex may immediately terminate Customer's Access rights to the Platform and the Services. Customer shall ensure that Authorized Users exit or log off from the account at the end of each session. Trinnex shall not be responsible for (1) any unauthorized access to, or alteration of, Customer Data, or any material, information or data sent or received, regardless of whether the data are actually received by Trinnex, or (2) any transactions or Access entered into through the Customer's or Authorized User's password(s).

f) No Transfers or Sublicenses. Customer shall not (i) rent, lease, lend, sell, sublicense, assign, export, encumber or otherwise transfer the Services, Access to the Services, or Customer's rights hereunder; (ii) permit others to Access the Platform or the Services for any purpose (unless required by law, and then, if legally permissible, only after prior written notice to Trinnex); (iii) Access the Platform or the Services on behalf of any third party (including Access to obtain information for or otherwise for the benefit of any vendor of competitive software products); and (iv) Access the Platform or the Services on any service

bureau or time-sharing manner or to provide information processing, outsourcing or similar services.

g) No Illegal or Infringing Material. Customer shall not, in connection with any use or Access of the Platform or the Services: (i) transmit through the Services any illegal material of any kind or any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity, is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, or causes damage or injury to any person or property; (ii) knowingly or intentionally transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs or any device which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise) such as malware and viruses; (iii) knowingly or intentionally interfere with or disrupt the integrity of any data or computer-based information or any servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (iv) knowingly or intentionally attempt to gain unauthorized access to the Services, through password mining or any other means; (v) harass or knowingly or intentionally interfere with another Authorized User's Access to and enjoyment of the Platform or the Services; or (vi) circumvent any Trinnex barriers to Access any software or services via the Platform or the Services for which Customer has not been granted rights to do so pursuant to the Agreement. Customer shall not, directly, indirectly, alone, or with a third party, (i) copy, disassemble, reverse engineer, benchmark, or decompile the Services or any portion thereof; or (ii) modify, create derivative works based upon, or translate the Services, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

h) Customer Data. Customer owns all right, title and interest in the Customer Data and has the right and authority to license it hereunder. Customer hereby grants to Trinnex, a non-exclusive, non-transferable (except as set forth herein), non-sublicensable right and license to Access copy, transmit, modify, and display the Customer Data for purposes of Customer's Access of the Platform and the Services. Customer agrees Trinnex may Access Customer Data to perform its obligations hereunder, to promote, develop and improve the Services. Trinnex may also Access aggregated, de-identified Customer Data for education and training, and for promotion, development, improvement and sale of existing and new products and services.

i) No Sensitive Data; Customer Responsibilities. Customer acknowledges that the Platform and the Services are not intended for Access with protected health information under HIPAA, credit card numbers, financial account numbers, or other similarly sensitive personal information, and that Customer assumes all risk arising from Access of any such

sensitive information with the Services, including the risk of any inadvertent disclosure or unauthorized access thereto. Customer is responsible for ensuring that Customer and Authorized Users' Access of the Platform and the Services is in compliance with all applicable laws and governmental regulations and Customer acknowledges that Customer assumes all risk arising from any such Access that is not compliant with applicable laws and regulations.

j) Security. Trinnex will act as though any electronic communications it receives under Customer's account have been sent by Customer. Customer will immediately notify Trinnex if it becomes aware of any loss or theft or unauthorized Access of any of Customer's passwords or usernames. Trinnex has the right at any time to terminate or suspend access to any Authorized User or to Customer if Trinnex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Platform, the Services or Trinnex's network.

k) Disclosure to Host. Customer consents to Host capturing, retaining and using network or usage information whenever Customer accesses the Services or the Platform, including sharing that information with Trinnex. Customer hereby consents to the sharing of Customer's name and contact information with the Host.

4. SUPPORT

a) Updates. Trinnex may update selected Services during a Subscription Term or add new modules, functionality or features may be released that are applied selectively to the Services. Trinnex may, but shall not be obligated to, make such updates or new modules, functionality or features available to Customer during an existing Subscription Term at no additional charge. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any updates or future modules, service functionality or features, or dependent on any oral or written public comments made by Trinnex regarding updates or future modules, functionality or features of any Services. Customer agrees that Trinnex is not responsible to provide support for any issues resulting from problems, errors or inquiries related to Customer's systems or hardware or Customer data.

b) Support Options and Procedures. Trinnex may perform routine or other maintenance at times and for durations established by Trinnex in its sole discretion, during which time(s) Trinnex may take the Services and/or the Platform down to conduct necessary maintenance or repairs, or to implement upgrades. In the event of an error or outage of the Services, Trinnex will use commercially reasonable efforts to restore the Services to working order. Trinnex shall provide general support to the Customer as set forth in the Documentation. In addition, Trinnex may offer premium support options to Customer at an additional charge, pursuant to a written support and maintenance agreement executed by the Parties.

5. FEES AND PAYMENTS

a) Fees. In return for the Professional Services and Services provided by Trinnex to Customer hereunder, Customer shall pay to Trinnex the fees in the amount set forth on applicable Orders. All dollar amounts refer to U.S. dollars.

b) Payment Terms. Trinnex shall invoice Customer yearly in advance for all recurring fees or charges for Services according to the Subscription Term in the applicable Order. Fees are non-refundable. Professional Services shall be invoiced in accordance with the applicable Order. Customer shall pay all Trinnex invoices within thirty (30) days of the invoice date. Customer's failure to pay fees as set forth herein shall constitute a material breach of the Agreement and the applicable Order(s). Customer agrees to pay interest on delinquent amounts at the rate of 1½% per month (or, if lower, the maximum amount permitted by law) that a payment is overdue.

c) Taxes. Customer shall pay or shall reimburse Trinnex for all sales taxes and other taxes on the Services and Professional Services, however characterized by the taxing authority, except for any taxes based upon Trinnex's net income or gross receipts or for any franchise or excise taxes owed by Trinnex. If Customer is a tax-exempt organization, then, upon Trinnex's receipt of proof of such status, then Trinnex shall not charge Customer for any taxes from which Customer is exempt. Customer is responsible for supplying Trinnex with tax satisfactory exempt documentation on an annual basis, and any time upon request.

d) Pricing Changes. Customers will receive notice of changes in pricing for Services at least ninety (90) days before each anniversary of the Subscription Term Start Date applicable to such Services.

6. TERM AND TERMINATION

a) Agreement Term. The Agreement commences on the Effective Date and continues through the expiration of all Orders in effect between the Parties hereunder (including any renewal periods as set forth below), unless earlier terminated as set forth in this Section 6 (the "Term"). The term for any Professional Services shall commence and expire on the dates set forth in the Order for Professional Services, unless sooner terminated as provided herein.

b) Subscription Term. Each Order for Services will commence on Subscription Start Date for that applicable Order and shall continue for the Subscription Term for that applicable Order. ~~Sentence deleted.~~

c) Termination For Cause. Either party can terminate the Agreement for cause upon written notice to the other party:

(i) immediately upon any breach of any confidentiality obligations owed to such party by the other party;

(ii) if the other party has committed any other material breach of its obligations under the Agreement and has failed to cure such breach within thirty (30) days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within thirty (30) days, has failed to begin and continue to work diligently and in good faith to cure such breach), provided, however, that addition to any of its other rights or remedies, Trinnex may terminate or suspend the Agreement, or the applicable Order, or Access to Services or Professional Services for non-payment, if any portion of an invoice is overdue by fifteen (15) days or more until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice Trinnex may terminate the Agreement and any or all outstanding Orders.

(iii) immediately upon written notice to the other Party if the other party: (A) voluntarily commences any proceeding or files any petition under applicable bankruptcy laws, (B) becomes subject to any involuntary bankruptcy or insolvency proceedings under applicable laws, which proceedings are not dismissed within thirty (30) days, (C) becomes insolvent, (D) makes an assignment for the benefit of its creditors, or (E) appoints a trustee, receiver, custodian or liquidator for a substantial portion of its property, assets or business.

(iv) In addition, Trinnex may immediately (A) terminate, in whole or part, the Agreement for cause if Customer breaches any of the Access restrictions or (B) terminate, in whole or in part, the Agreement or cease provision of Services or Professional Services if required to comply with applicable law or regulation.

d) Obligations Upon Termination or Expiration. Upon termination or expiration of the Agreement: (i) Trinnex shall immediately terminate Customer's Access to the Platform, the Services and Professional Services; and (ii) Customer shall immediately pay Trinnex any amounts payable or accrued prior to termination, including all fees owed for the balance of any subscription term or any deferred payments or payments originally to be made over time.

7. NON-COMPETITION. Customer agrees not to Access in any way whatsoever Trinnex's Confidential Information, including development of any product or service similar to, derived from or competing with, the Services.

8. NON-SOLICITATION. Customer agrees that it will not seek to employ or engage any employee of Trinnex or any of its resellers during the period commencing with the Effective Date and ending the later of twelve (12) months after the termination of such person's employment or consultancy, or twelve (12) months after the termination of the Agreement, whichever is later, except where Customer can show such person was employed or engaged solely as a direct result

of advertisements to the general public that do not specifically target Trinnex's or its reseller's employee(s) or consultants.

9. CONFIDENTIALITY

a) Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or Access and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (b) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third party information that Customer or Trinnex is obligated to keep confidential; (iii) the material terms and conditions of the Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder. Customer's Confidential Information shall consist of the Customer Data. Trinnex's Confidential Information includes any nonpublic information relating to the Services or its Platform or Orders, pricing, software, technology, customers, reports, analysis, business plans, and other business affairs. Notwithstanding the foregoing, each party may disclose the existence and terms of the Agreement **[clause deleted]**.

b) Exclusions. Notwithstanding the above, the term Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the receiving party of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (iii) was independently developed by the receiving party without Access of the disclosing party's Confidential Information; (iv) is received from a third party without breach of any obligation owed to the disclosing party; **or (v) is a "public record" as defined in Chapter 132 of the North Carolina General Statutes.**

c) Use of Confidential Information. Each Party shall only access and permit its employees to access Confidential Information furnished to it hereunder in furtherance of its activities contemplated by the Agreement, and, except as authorized in the Agreement, it shall not disclose the Confidential Information to third parties without the disclosing party's express written authorization. Notwithstanding the foregoing, and as permitted by applicable law, Trinnex shall be permitted to retain Customer Data and Usage Data and Access the same for statistical, analytical, and similar purposes internally, through publications, and with Trinnex's other customers; provided, that any distribution to third parties of the results of such Access will include Customer Data or Usage Data in aggregate form only and will not identify Customer or its Authorized Users as the source of any such data. Further, Trinnex

may store, reproduce, distribute, create derivative works therefrom (including compilations and statistical summaries and analyses), transmit, display, and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for Trinnex to perform Services hereunder.

d) Required Disclosures. A receiving party may disclose Confidential Information furnished to it hereunder as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and use its best efforts to obtain confidential treatment for any confidential information so disclosed.

e) Return of Confidential Information. Except as set forth otherwise in the specific provisions concerning Customer Data set forth in Section 9(c) above, upon payment of any obligations, if a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the confidential information in its possession.

f) Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its Access of the Services, including those laws related to data privacy, international communications, and the transmission of technical or Personal Data. Customer acknowledges that Trinnex exercises no control over the content of the information transmitted by Customer or Authorized Users through Services. Customer shall not upload, post, share, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. Customer recognizes that, in the process of accessing and using the Services, it and its Authorized Users may supply Personal Data. Customer represents and warrants that it and its Authorized Users have complied with all applicable obligations under all applicable data protection laws in supplying Personal Data to Trinnex, and hereby consents to Trinnex's Access of such personal data for the purposes set forth hereunder.

g) Personal Data. Customer will be responsible as sole Data Controller for complying with Data Protection Laws with respect to Personal Data provided by or through Customer to Trinnex, and special categories of data as such terms are defined in such laws. Customer agrees to obtain all necessary consents and make all necessary disclosures before providing Personal Data to Trinnex, including Personal Data in any Customer Data. Customer confirms that Customer is solely responsible for (i) any Personal Data in Customer Data, including any information which any of its Authorized User's or Trinnex shares with third parties on Customer's behalf; (ii) determining the purposes and means of Trinnex processing Personal Data in Customer Data under the Agreement, including that such processing

according to Customer's instructions will not place Trinnex in breach of applicable Data Protection Laws; and (iii) ensuring that Trinnex is aware of any restrictions or additional requirements for Trinnex to process any Personal Data included in Customer Data in accordance with the terms of the Agreement. Prior to providing Customer Data to Trinnex, Customer will inform Trinnex about any Personal Data or special categories of data contained within Customer Data that has any restrictions or special requirements in the processing of such Personal Data or special categories of data, including any cross-border transfer restrictions or additional requirements. If Personal Data is included in Customer Data received by Trinnex, it is assumed that Trinnex is permitted to process such Personal Data as provided herein.

h) Data Protection. Trinnex further agrees if it receives Personal Data from Customer, (i) it shall not sell or disclose any of such Personal Data for a commercial purpose; (ii) it is prohibited from retaining, using, or disclosing Personal Data other than as necessary for the Trinnex's Services, or in the course of the direct relationship between Customer and Trinnex and its Affiliates, or required Service Providers in facilitation of Trinnex's performance hereunder, and limited to the purposes specified in the Agreement; and (iii) it will comply with all obligations under the applicable Data Protection Laws, as they pertain to Trinnex performance hereunder and as required by the governmental or regulatory authority with jurisdiction over Trinnex.¹

i) Trinnex Privacy Obligations. In performing the Services, Trinnex will comply with the Trinnex Privacy Policy, which is available at the Site at <https://www.trinnex.io/privacy-statement> and incorporated herein by reference. The Trinnex Privacy Policy is subject to change at Trinnex's discretion; however, Trinnex policy changes will not result in a material reduction in the level of protection provided for Customer's Personal Data during the period for which fees for the Services have been paid. Trinnex reserves the right to provide the Services from host locations, and/or through Access of subcontractors, worldwide. Customer agrees to provide any notices and obtain any consents required for Trinnex's access and use of the data for provisioning the Services, including those related to the collection, access, processing, transfer, and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer's Personal Data.

j) Anonymous Data. Customer acknowledges and agrees that Trinnex (i) may compile statistical information about the Access of the Services, (ii) may use data (including Customer Data) in aggregated and/or anonymized, de-identified form for security and operations management and for the improvement and development of existing and new products and services; provided that the use of Personal Data is subject at all times to Trinnex's obligations under this Section.

k) Survival. The parties hereto covenant and agree that this Section will survive the expiration, termination, or cancellation of the Agreement for a period of 3 years, except for confidential information constituting a trade secret, with respect to which this Section will survive the expiration, termination, or cancellation of the Agreement for so long as such confidential information remains a trade secret under applicable law.

10. SERVICE LEVEL COMMITMENTS, DISCLAIMERS AND LIMITATIONS

a) Customer Warranties. Customer represents and warrants that: (i) the Customer Data, and the use thereof by Trinnex and its service providers, shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (ii) Customer shall not use the Services in a manner that violates any law; and (iii) Customer shall procure all rights and consents necessary to enable Trinnex and its third party service providers to access and use all Customer Data and all access and use rights necessary to interface with Customer's software, hardware and other systems.

b) Service Level Commitments. Trinnex shall make the functionality of the Services available to Customer pursuant to the Agreement and shall use commercially reasonable efforts to make the Services available during the Subscription Term, and to protect against the Services containing or transmitting Malicious Code, except for: (i) scheduled maintenance and downtime (of which Trinnex shall, to the extent practicable, schedule so as not to materially adversely affect Customer's business); (ii) circumstances beyond Trinnex's control; (iii) Emergency Maintenance; and (iv) as set forth in the Agreement.

c) Limitation Of Remedies. Trinnex shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is practicable using its reasonable efforts during Trinnex's normal business hours. Customer shall provide such access, information, and support as Trinnex may reasonably require in the process of resolving any Error. This paragraph is Customer's sole and exclusive remedy for Errors.

d) Disclaimer of Responsibility. In addition, Customer acknowledges that third-party software usage and obligations are governed under the applicable third-party software terms and conditions, and Customer expressly acknowledges that Trinnex has no obligations with regard to third-party software or services used by Customer as part of any Services or Professional Services. In the event Trinnex is required to integrate with or otherwise interface with third-party software, Customer agrees to secure all rights necessary to enable Trinnex to perform such work, and Customer represents, warrants and covenants that it has or will secure at Customer's sole cost all access and license rights necessary to enable Trinnex to perform its obligations hereunder.

e) **DISCLAIMER OF WARRANTIES**. **WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 10(b), THE SERVICES, THE PROFESSIONAL SERVICES, THE PLATFORM, THE DELIVERABLES, OR ANY OTHER MATERIALS PROVIDED HEREUNDER, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR REPRESENTATIONS. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,**

BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. TRINNEX DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES, THE SERVICES, THE PLATFORM, THE DELIVERABLES, OR ANY OTHER MATERIALS PROVIDED OR TO BE PROVIDED, OR THE RESULTS OF ACCESS TO THE SERVICES OR PLATFORM, OR THE OPERATION OF THE SERVICES OR THE PLATFORM, ARE OR WILL BE ACCURATE, ERROR FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS CODE, OR WILL BE UNINTERRUPTED.

f) Trinnex makes no representation that the Services or Professional Services are appropriate or available for use in locations other than the United States of America. If Customer Accesses the Services or Professional Services from outside the United States of America, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

g) Disclaimer Of Consequential Damages. Trinnex has no liability with respect to the Services, Professional Services, or its other obligations under or resulting from or in connection with the Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages (including without limitation loss of profits and the cost of cover) even if Trinnex has been advised of the possibility of such damages.

h) Customer Risk. Customer assumes full and sole responsibility for all risks associated its infrastructure systems, data and the internet, including the operation, management and maintenance thereof and any contaminants, or other conditions present therein; and with Customer's use of or reliance on Trinnex providing the Services, the Professional Services, the Platform, Deliverables, or any other materials, both known and unknown, inherent or otherwise, related thereto, errors and omissions in providing them, and Customer's enjoyment thereof. Customer hereby voluntarily accept the risks associated with its infrastructure systems and data, with Trinnex's provision of the Services, the Professional Services, the Platform, Deliverables, or any other materials. Actions or inactions of third parties may result in situations in which Customer's connection to the Internet, and/or access to the Services may be impaired, disrupted or damaged. **TRINNEX DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE SERVICES AND OTHER PORTIONS OF THE INTERNET. TRINNEX CANNOT GUARANTEE AND DISCLAIMS ALL WARRANTIES THAT SUCH EVENTS WILL NOT OCCUR, AND ACCORDINGLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.**

i) Limitations Of Remedies And Liability. Trinnex's total aggregate liability to Customer for any reason in connection with, or arising out of this Agreement, the Services, the Professional Services, the Platform, the Deliverables, or any other materials provided hereunder, including without limitation, any data security breach or any other cyber incident and upon any cause of action including without limitation, breach of contract, gross negligence, strict liability, misrepresentations, and other torts, is limited to all fees paid to Trinnex by the Customer in respect for the deficient Services or the Professional Services

during the twelve (12) months immediately preceding the events giving rise to the liability. The limitations in Section 10(e) and 10(g) apply even if they do not fully compensate Customer for any losses sustained.

11. INDEMNIFICATION

a) Indemnification By Trinnex. Trinnex shall defend, indemnify and hold harmless Customer from and against all damages, liabilities, losses and expenses, including reasonable attorneys' fees and expenses (collectively "Losses"), resulting from any third-party claim, suit or proceeding, to the extent that the Services or Professional Services provided by Trinnex under the Agreement, infringe or misappropriate any U.S. patent, trademark, or copyright, provided however, that Trinnex will have no indemnity obligation to Customer if the alleged infringement or misappropriation is based on (i) any combination, operation, or use of the Services or Platform with products, services, information, materials, technologies, business methods or processes not furnished by Trinnex to the extent the infringement or misappropriation is based on such combination, operations or use; (ii) any modification (other than by Trinnex) to the Services or Professional Services to the extent the infringement or misappropriation is based on such modification; or (iii) the Customer's failure to promptly use any update that is provided by Trinnex that would have eliminated the actual or alleged infringement or misappropriation. Indemnification pursuant to this Section is Customer's sole and exclusive remedy for any third-party claim against Customer in the nature of Trinnex's intellectual property infringement or misappropriation.

b) **This section intentionally deleted.**

c) Third Party Providers. Customer acknowledges and agrees that the Services, the Professional Services, the Platform, Deliverables, and all other materials or services provided hereunder are intended to provide Customer with a means of collecting applicable data sources from its infrastructure systems. Trinnex uses third-party labs and service providers to perform certain components of the Services and Professional Services and, while Trinnex endeavors to maintain relationships with dependable, accurate and timely third party service providers, Trinnex DOES NOT CONTROL SUCH SERVICE PROVIDERS, AND THEREFORE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITY FOR ANY INACCURATE, UNTIMELY, OR OTHERWISE ERRONEOUS DELIVERABLES INCLUDING DATA, ALERTS, OR INFORMATION ATTRIBUTABLE TO SUCH SERVICE PROVIDERS.

d) **This section intentionally deleted.**

e) Indemnification Process. The indemnified party shall promptly notify the indemnifying party in writing of any third-party claim, stating the nature and basis of the third-party claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any third-party claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the indemnified party of its election to so assume full control. The foregoing notwithstanding, the indemnified party shall be entitled to participate in the defense of such third party claim and to employ counsel at its own expense to assist in the handling of such claim, except that the indemnified party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (i) the indemnifying party fails or refuses to assume control over the defense of the third party claim within the time period set forth above; (ii) the indemnified party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (iii) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The indemnifying party shall not settle any such third-party claim without the written consent of the indemnified party, except for a complete settlement requiring only the payment of money damages to be paid by the indemnifying party.

12. GENERAL

a) Notices. Notices regarding the Agreement to Trinnex shall be in writing and sent by first nationally recognized overnight courier at the headquarters address provided at that time on <http://trinnex.io>, attn. Office of General Counsel. Trinnex may give Customer notice by means of posting notice on the Services, by electronic mail to Customer's e-mail address on the applicable Order or otherwise on record with Trinnex, or by written communication sent by internationally recognized overnight courier to Customer's address on record in Trinnex's account information. All notices shall be deemed to have been given one (1) business day after delivery to courier, or twelve (12) hours after either sending by e-mail or posting on the Services.

b) Promotional Materials. Trinnex may include statements, and may Access Customer's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that Customer is a subscriber to the Services.

c) Force Majeure. If a force majeure event occurs, the nonperforming party is excused from the performance, liability or responsibility to the other party for performance, and cannot be deemed to have defaulted under or breached the Agreement, or for any failure or delay in fulfilling or performing any term of the Agreement, in each case to the extent limited or prevented by the force majeure event. When the nonperforming party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the nonperforming party shall immediately resume performance under the Agreement. The relief offered by this paragraph is the exclusive remedy available to the performing party with respect to a force majeure event; provided Trinnex may terminate the Agreement if a force majeure event continues substantially uninterrupted for a period of 30 days or more.

d) Assignment. Customer shall not assign any of its rights under the Agreement, except with the prior written approval of Trinnex, which shall not be unreasonably withheld. The preceding sentence applies to all assignments of rights, except in the event of a voluntary transfer of substantially all assets by Customer to a transferee which executes Trinnex's form of agreement agreeing to be bound by all of the terms and conditions of the Agreement. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights by Customer in violation of this Section is void. Trinnex may assign the Agreement and its rights and obligations hereunder, or may delegate or subcontract to third parties any of its duties and obligations hereunder, without the need for the consent of Customer. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

e) Governing Law; Venue. The laws of the State of **North Carolina** (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to the Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

f) Dispute Resolution **[clause deleted]**. As set forth in this Section, "you," and "your" shall mean Customer and all of its Authorized Users and others Accessing the Services under or in connection with Customer's account. In the event of a dispute, the parties agree to enter into good faith discussions which shall take place within fifteen (15) days of written notice from either party of a dispute.

(i) Either party may refer the dispute to non-binding mediation in the event that the parties have not resolved a dispute referred to them for resolution within thirty (30) days. The parties agree that they shall attempt in good faith to resolve the dispute under the fast track mediation rules of procedure of the International Institute for Conflict Prevention & Resolution ("CPR") in effect as of the date the mediation is initiated. Unless otherwise agreed, the parties shall select a mediator from the CPR Panels of Distinguished Neutrals. If the parties cannot agree on the

selection within fourteen (14) days after the matter has been referred to mediation, they will defer to the CPR to select a mediator pursuant to the CPR rules. The cost of the mediator shall be borne equally by the parties.

- (ii) This section intentionally deleted.
- (iii) This section intentionally deleted.
- (iv) This section intentionally deleted.
- (v) This section intentionally deleted.
- (vi) This section intentionally deleted.
- (vii) This section intentionally deleted.
- (viii) This section intentionally deleted.

(ix) This section intentionally deleted.

(x) This section intentionally deleted.

If any provision of this Section is found unenforceable, the unenforceable provision will be severed, and the remaining [word deleted] terms will be enforceable.

g) Relationship of the Parties. No joint venture, franchise, partnership, employment, or agency relationship exists between the parties as a result of the Agreement. The relationship between the parties created by the Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in the Agreement. There are no third-party beneficiaries to the Agreement.

h) This section intentionally deleted.

i) Entire Agreement. The Agreement constitutes the final Agreement between the parties. It is the complete and exclusive expression of the parties' Agreement on the matters contained in the Agreement. All prior and contemporaneous negotiations and Agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. The provisions of the Agreement cannot be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into the Agreement, neither party has relied upon any statement, representation, warranty, or Agreement of any other party except for those expressly contained in the Agreement. There are no conditions precedent to the effectiveness of the Agreement, other than any that are expressly stated in the Agreement.

j) This section intentionally deleted.

k) Survival Of Certain Provisions. Each party hereto covenants and agrees that any provision that, by its terms, is intended to survive the expiration or termination of the Agreement, shall survive termination of the Agreement, shall survive the expiration or termination of the Agreement.

l) Conflict. Any inconsistency or ambiguity among our agreements shall be resolved by giving precedence in the following order: (1) the Agreement and the applicable Order and Exhibits; (2) the terms and condition on the Site; and (3) our Privacy Policy on the Site. To the extent of any conflict or inconsistency between the provisions in the body of the Agreement and any Order or Exhibit, the terms in the body of the Agreement shall prevail unless expressly stated otherwise in such Order or Exhibit.

m) E-Verify. Trinnex shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Trinnex shall require all of Trinnex's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

n) Anti-Human Trafficking. Trinnex warrants and agrees that no labor supplied by Trinnex or Trinnex's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation, or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

o) Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Trinnex hereby warrants and agrees that Trinnex will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement, "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

p) Non-appropriation. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town Council of the Town of Apex and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer, this Agreement shall terminate immediately without further obligation of the Customer.

Town Of Apex

Trinnex

Signature

Signature

Name

Name

Title

Title

Date

Date